preservation of property. INGHAM, THE LAW OF ANIMALS, p. 128. While a dog may not lawfully be killed for mere trespassing, (*Marshall* v. *Blackshire,* 44 Iowa 475) yet a man is justified in shooting into a congregation of dogs on his premises at night, if they are creating such a disturbance as to make the shooting a reasonable and necessary means of abating the nuisance. *Hubbard* v. *Preston,* 90 Mich. 221. Where the relative value of the dog and the property attacked is considered at all, it is a question for the jury to determine. *Anderson* v. *Smith,* 7 Ill. App. 354, (Irish setter pups killing blooded hen). It is submitted that the test established in the principal case is sound, —i. e., the proportionate value apparent or known to the person killing the dog rather than the actual value of the animals. See notes 40 L. R. A. 510; 19 L. R. A. (N. S.) 835; L. R. A., 1915 C 359; 8 COL. L. REV. 147; 24 YALE L. J. 170.

BANKRUPTCY—PREFERENCE—FOUR MONTHS PERIOD.—A transaction by which a corporation, more than four months prior to its bankruptcy, made a verbal and later a confirmatory written assignment of stock in other corporations as security for a loan, *held,* not to constitute a voidable preference, though the certificates of stock were delivered within four months of the bankruptcy. *Wiener* v. *Union Trust Co.,* (D. C. E. D. Mich., S. D., Dec., 1919), 261 Fed. 709.

This case exemplifies the principle of bankruptcy law which emerges with gratifying consistency from much more complicated problems of fact and interrelated law. A setting aside of securities as collateral amounted to a lien on such securities preferable to the claim of the trustee in bankruptcy, notwithstanding lienor retained possession. *Sexton* v. *Kessler & Co.,* 225 U. S. 90. Delivery of securities carried by a broker, to a customer, after the broker's insolvency is not necessarily a preference. *Richardson* v. *Shaw,* 209 U. S. 365. A legal lien on shares of stock bought by a broker and retained by him on behalf of a customer, will endure even after the trustee takes over the estate, *Gorman* v. *Littlefield,* 229 U. S. 19. But where there is no specific *res* to identify the fund and separate it from the estate, there may be no lien, and hence even under the agreement between the parties a voidable preference will follow, *Hotchkiss* v. *Nat'l. City Bank of N. Y.,* 231 U. S. 50; an equitable lien to validate a preference must relate to some specific property or thing capable of segregation or identification, *In re Imperial Textile Co.,* 255 Fed. 199, *In re Mandel,* 127 Fed. 863, *In re Sheridan,* 98 Fed. 406. However, if the transaction merely renders specific a pre-existing general lien, it is a valid preference, *Gage Lumber Co.* v. *McEldowney,* 207 Fed. 255; and where the goods never would have come into the bankrupt's hands, had he not promised to give a lien thereon, accepted in good faith, the lien endures against all rights no greater. *Greey* v. *Dockendorrf,* 231 U. S. 513, *Cf. Re Imp. Textile Co., supra.* This array of cases reveals the test of the character of a preference: Is or is not the estate of the bankrupt during the prescribed period depleted by it? If a legal or equitable lien attaches to property in his hands before the four months' period, it carries through. "No creditor can demand that the estate be augmented by the

wrongful conversion of property of another, or the application to the general estate of property which does not belong or never has belonged to the bankrupt." *Gorman* v. *Littlefield,* 229 U. S. 19, 25.

BUILDING RESTRICTION—A DUPLEX, OR TWO-FAMILY RESIDENCE AS A "FIRST-CLASS PRIVATE RESIDENCE."—The grantee covenanted that for a certain period "no building or structure other than a *first-class private residence* shall be erected, placed, or permitted on said premises." The grantee erected a "duplex" building to house two families but it was occupied by one only up to time of trial. *Held*: The building *"as now used and occupied"* constitutes a strictly first-class private residence as to outward appearances and the departure from the terms of the covenant as to the interior may be remedied by enjoining its use to one family. *Walker* v. *Haslet et al.,* (Cal., 1920), 186 Pac. 622.

Covenants of restriction of use though not favored will be enforced. The intent of the parties as determined from the language of the covenant construed strictly will govern. In *Levy* v. *Schreyer,* 177 N. Y. 293, the covenant against any house except *private dwellings* was held not violated by an erection of a three-story flat building but its use by more than one family was enjoined as in the principal case. However, generally, when the plural is used the covenant is not held violated by a structure housing more than one family. See cases cited in 45 L. R. A. (N.S.) 729. In the principal case the court took the words of the covenant to describe the use rather than the structure. Where the words are *private residence* or *private dwelling* there appears to be little conflict of opinion. But where the covenant calls for no building other than *a dwelling house* or *a residence building* the authorities are not in accord. In *Schadt* v. *Brill,* 173 Mich. 647, and in *Misch* v. *Lehman,* 178 Mich. 225, the restriction that "no building other than *a dwelling house* shall be erected on a lot" was held to warrant an injunction against a flat building and a double house with one entrance, the court construing the intention to be a single dwelling for one family on each lot and not merely one dwelling house for more than one family. Accord, see *Haris* v. *Roraback,* 137 Mich. 292; *Kingston* v. *Busch,* 176 Mich. 566; *Bagnall* v. *Young,* 151 Mich. 69; *Powers* v. *Radding,* 225 Mass. 110; 11 MICH. L. REV. 521. In these cases the connoted meaning of the words is included rather than the bare meaning denoted and to this extent they do not follow the rule of strict construction against the covenant which itself is based on the disfavor of covenants of restriction. The more recent cases incline to the rule of strict construction. See *Hamnett* v. *Born,* 247 Pa. 418; *Johnson* v. *Jones,* 244 Pa. 386, 52 L. R. A. (N.S.) 325; *Hutchinson* v. *Ulrich,* 145 Ill. 336; *Anoff* v. *Williams,* 94 Ohio St. 145; *Reformed Church* v. *Building Co.,* 214 N. Y. 268; L. R. A. 1915-F 651. In a late case in the Supreme Court of Missouri, *Bolin* v. *Tyrol Inv. Co.,* 273 Mo. 257 (1917), in which all the above cases were cited, the rule of strict construction was adopted, contrary to the former holdings in that state in *Thompson* v. *Langan,* 172 Mo. App. 64, and in *Sanders* v. *Dixon,* 114 Mo. App. 229, and it was held a covenant excluding the erection of more than *"one dwelling house"* of not less than two stories in